

EXHIBIT I

Part One



Contract Number XXXXXX-XXXX

TNS May 9, 2007 Comments

MASTER SERVICES AGREEMENT

BETWEEN

NOKIA SIEMENS NETWORKS US LLC

AND

ADVANCED TECHNOLOGIES AND INSTALLATION CORPORATION D/B/A TELECOM
NETWORK SPECIALISTS

Deleted: Telecom Network
Specialists .



Contract Number XXXXXX-XXXX

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	3
ARTICLE 2 - PURPOSE OF THE MSA	7
ARTICLE 3 - PURCHASE ORDERS	8
ARTICLE 4 - CHANGES	9
ARTICLE 5 - ACCEPTANCE PROCEDURES	10
ARTICLE 6 - TNS'S OBLIGATIONS	11
ARTICLE 7 - PROJECT MANAGEMENT	14
ARTICLE 8 - LOGISTICS.....	15
ARTICLE 9 - TRAINING, LICENSING AND SERVICE EXCELLENCE PROGRAM	16
ARTICLE 10 - QUALITY ASSURANCE	17
ARTICLE 11 - PRICE AND PAYMENTS	18
ARTICLE 12 - AUDIT RIGHTS	20
ARTICLE 13 - MECHANICS LIENS	21
ARTICLE 14 - WARRANTIES	22
ARTICLE 15 - PERFORMANCE BOND.....	23
ARTICLE 16 - INDEMNITIES	24
ARTICLE 17 - DAMAGES	25
ARTICLE 18 - INSURANCE	25
ARTICLE 19 - DOCUMENTATION	25
ARTICLE 20 - DELAYS	26
ARTICLE 21 - TERM AND TERMINATION	26
ARTICLE 22 - FORCE MAJEURE	29
ARTICLE 23 - INTELLECTUAL PROPERTY RIGHTS	29
ARTICLE 24 - CONFIDENTIAL INFORMATION	30
ARTICLE 25 - COMPLIANCE WITH FEDERAL REGULATIONS	32
ARTICLE 26 - AFFIRMATIVE ACTION	33
ARTICLE 27 - DISPUTE RESOLUTION.....	34
ARTICLE 28 - GENERAL PROVISIONS	35
Appendix 1 - Subcontractor Requirements for Services	39
Appendix 2 - Waste Management Guidelines.....	50
Appendix 3 - Service Excellence Program	52
Appendix 4 - Final Waiver of Lien	55
Appendix 5 - Release and Certificate of Payment.....	56
Appendix 6 - Contractor's Affidavit.....	58
Appendix 7 - Insurance Requirements.....	59
Appendix 8- MBE/WBE/DVBE Reporting	62

Deleted: , PARENT COMPANY
GUARANTEE AND BANK GUARANTEE



Contract Number XXXXXX-XXXX

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") made and entered into this _____ day of _____, 2007 (the "Effective Date") by and between Advanced Technologies and Installation Corporation d/b/a/Telecom Network Specialists, incorporated in the State of Washington, with offices located at 655 N. Glenville Drive, Richardson, TX 75081 ("**TNS**"), and Nokia Siemens Networks US LLC, a Delaware limited liability company with offices located at 1040 Crown Pointe Parkway, Suite 900, Atlanta, GA 30338 ("**NSN**").

Deleted: 2nd

Deleted: May

Deleted: Texas having its principal office at

BACKGROUND

By this MSA, **TNS** agrees to provide Services to **NSN** and on behalf of **NSN** to **NSN** customers (individually, a "Customer") under the terms and conditions hereinafter set forth.

NSN has been engaged by telecommunications network operators, under the terms of purchase and sale agreements (individually, the "Customer Contract"), to supply telecommunications infrastructure and related Services. **NSN** makes no representations or assurances hereunder that **TNS** will be retained to perform said Services.

This MSA shall govern the performance of all Services by **TNS** in connection with projects for Customers, as amended by Attachments attached hereto which reflect particular Customer terms and requirements. Attachments shall govern over this MSA. Attachments shall in conjunction with this MSA be deemed independent contracts, and the terms of each Appendix shall have no relation to another Attachment.

Should **TNS** execute this MSA and Attachments related to Customer projects when issued, and **NSN**, at its sole discretion, award the performance of Services to **TNS**, then Services shall be performed by **TNS** under the terms of this MSA and the applicable Amendments and/or Attachments.

TNS understands that its performance under this MSA is intended to support **NSN** and satisfy the obligations and liabilities of **NSN** to Customer under the applicable Customer Contract.

Accordingly, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

In all interpretations of this MSA, the following terms shall have the meanings set forth below:

- 1.1 "Accept" or "Acceptance" shall have the meanings defined in Article 5, "Acceptance Procedures," of this MSA and in the applicable Attachments.
- 1.2 "Affiliate" of a Party shall mean an entity
 - (a) which is directly or indirectly controlling such Party;
 - (b) which is under the same direct or indirect ownership or control as such Party; or
 - (c) which is directly or indirectly owned or controlled by such Party.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.



Contract Number XXXXXX-XXXX

- 1.3 "Appendix" shall mean terms, conditions and requirements of a particular Customer, as stated in a document entitled an Appendix and attached to this MSA upon or after the Effective Date, with which TNS must comply in performing any Services in connection with a project for that Customer.
- 1.4 "As-Built Drawings" shall mean drawings which accurately reflect the configuration of the Equipment following completion of the Service activity at a Site. As-Built Drawings shall be as described in the applicable Attachments.
- 1.5 "Changes" or "Change Order" shall have the meanings defined in Article 4, *"Change Orders."*
- 1.6 "Commission" or "Commissioning" shall mean all activities related to the configuration of Equipment in preparation for connection to other Equipment, and includes the testing of a piece of Equipment isolated from other Equipment.
- 1.7 "Confidential Information" shall have the meaning set forth in Article 24, *"Confidential Information."*
- 1.8 "Customer" shall have the meaning defined in the section above entitled "Background."
- 1.9 "Customer Contract" shall have the meaning defined in the section above entitled "Background."
- 1.10 "Day" shall mean any calendar day including any Saturday and Sunday, and any public or bank holiday.
- 1.11 "Effective Date" shall have the meaning defined above in the section entitled "Background."
- 1.12 "Equipment" shall mean all hardware and software (together with the necessary software manuals and other equipment specific documentation) provided by **NSN** to **TNS** in connection with Installation at a Site.
- 1.13 "Install" or "Installation" shall mean the activities required to install the Equipment as described in the relevant Installation Manuals.
- 1.14 "Integrate" or "Integration" shall mean the activities necessary for the Equipment to be configured and connected to the System.
- 1.15 "Master Services Agreement" shall mean this Master Services Agreement as defined in the section above entitled "Background," including all Appendices, Amendments, and Attachments attached hereto, and any Appendices, Amendments, and/or Attachment that may subsequently be agreed upon by the Parties. Where appropriate, references herein to the "Master Services Agreement" or "MSA" shall be deemed to include the applicable Appendices, Amendments, and Attachments.
- 1.16 "Material" shall mean hardware and software (together with the necessary software manuals and other equipment specific documentation) supplied by **TNS** and to be installed at Site, including, without limitation, materials and consumables that are necessary to install the Equipment. Additional required Materials may be specified in an Amendment and/or Attachment.
- 1.17 "Network Planning" shall mean, as more fully described in the applicable Amendment and/or Attachment, all services and activities necessary to plan the technical solution for the System and each component thereof within a Zone, including radio frequency engineering and both the cellular and transmission network layout.



Contract Number XXXXXX-XXXX

- 1.18 "NSN Information" shall mean any and all information and documents made available to TNS in connection with Services including, but not limited to, NSN's and/or the Customer's technical, financial and commercial information and data relating to their respective businesses, finances, planning, facilities, products, techniques and processes including, but not limited to, NSN Intellectual Property, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information, whether or not NSN or Customer have any intellectual property rights in such information, and whether in writing or other tangible or in oral form.
- 1.19 "NSN Intellectual Property" shall mean copyrights, trade names, trademarks, trademark applications, service marks and United States or State registrations thereof and any foreign registrations, trade names, United States and foreign patents and patent applications, copyrights, Internet websites, domain names, know-how, trade secrets, confidential information, customer lists, technical documentation, technical information, data, technology, plans, drawings, schematics, compilations, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, used by NSN or its affiliates or as to which NSN or its affiliates claim or could claim an ownership interest or as to NSN or its affiliate is a licensee or licensor.
- 1.20 "Order" shall mean a Purchase Order or a Change Order as defined herein.
- 1.21 "Party" shall mean TNS and NSN, individually. "Parties" shall mean TNS and NSN, collectively.
- 1.22 "Permitting" shall mean the obtaining of necessary authorizations from public (national and local) authorities for deployment of the System (or a part thereof), including, but not limited to, permits required for services ordered in the Attachments.
- 1.23 "Pre-Existing Materials" shall mean tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which TNS can demonstrate are based on trade secrets or proprietary information of TNS or have been licensed to TNS.
- 1.24 "Project Management" shall mean the management of Services to be performed within a Zone by TNS, if ordered, and as defined in the relevant Appendices, Amendments and/or Attachments attached hereto or subsequently attached hereto.
- 1.25 "Purchase Order" shall have the meaning defined in Article 3, "Purchase Orders."
- 1.26 "Services" shall mean the services and Material described in an Order, this MSA, and the applicable Amendment and/or Attachment. Services shall be performed and delivered by TNS in accordance therewith.
- 1.27 "Site" shall mean a cell site and/or each physical location where Equipment has been or will be installed, or location where Services are to be performed.
- 1.28 "Site Acquisition" shall mean all activities related to the rental, purchase or other arrangement for use of a physical location as a Site as further defined in an Amendment and/or Attachment.
- 1.29 "Site Audit" shall mean the inspection of a Site to collect knowledge of the conditions existing at the Site and its surroundings including, but not limited to, the status of existing equipment at the Site, access to the Site, permitted working hours, power and transmission availability, Equipment lay-out, building

Nokia Siemens
Networks



Contract Number XXXXXX-XXXX

rooftop and roof structures. Further Site Audit requirements may be provided for in an Amendment and/or Attachment.

- 1.30 "Site Owner" shall mean the person(s) or entity actually or potentially leasing (or otherwise making available) the physical space for use as a Site for the System.
- 1.31 "Site Ready" shall mean the completion of TNS's responsibilities with respect to a Site as further specified in an Order, this MSA, and the applicable Amendment and/or Attachment.
- 1.32 "Specifications" shall mean all NSN or Customer requirements and specifications for Equipment, Services, and/or Material.
- 1.33 "TNS Information" shall mean any TNS technical, financial, algorithms, software, engineering techniques, and commercial information, including any of the foregoing that may be independently developed by TNS in the course of performing the Services, which has been specifically identified to NSN in writing as being confidential.
- 1.34 "System" shall mean the communication system to be built and operated by Customer in the Territory.
- 1.35 "Telecom Implementation" shall mean, as more fully described in this MSA and the applicable Amendment and/or Attachment, the execution of all Services to be carried out and the supply of Material required in order to deliver to the Sites, and Install and Integrate the Equipment, so that is fully functions as part of the System.
- 1.36 "Territory" shall mean the United States of America, Puerto Rico, Canada, the Virgin Islands, and the other English Caribbean Islands, and as may otherwise be defined in an applicable Amendment and/or Attachment.
- 1.37 "Time for Completion" shall mean the date or dates (as the case may be) specified in the project plan by which TNS must complete performance of the Services.
- 1.38 "Works" or "Work" means the Work/Services priced and described in an attached Amendment and/or Attachment.
- 1.39 "Working Day" shall mean any day where work has been regularly scheduled, with the exception of a local public holiday observed in the Zone.
- 1.40 "Works Ready" shall mean completion of the Services on an individual Site or Scope of Work by TNS as stated in this MSA and the applicable Amendment and/or Attachment so that the Parties can commence the Acceptance Procedure described in Article 5, "Acceptance Procedures."
- 1.41 "Zone" shall mean each geographical area within the Territory wherein are or will be located multiple clusters of Sites and within which the Services will be performed by TNS as specified in this MSA and the applicable Amendment and/or Attachment.

ARTICLE 2 - PURPOSE OF THE MSA

- 2.1 Purpose. The purpose of this MSA is to define the terms and conditions under which TNS shall perform the Services by the terms and conditions of the applicable Amendment and/or Attachment. Subject to individual Orders submitted by NSN, TNS shall, to the extent ordered and accepted by TNS, perform and



Contract Number XXXXXX-XXXX

deliver (as the case may be) the Services. A detailed description of the Share of Responsibilities of the Parties in respect of Services is contained in the applicable Amendment and/or Attachment.

- 2.2 Customer Contract. The Parties acknowledge that the Services are being performed in support of **NSN's** obligations and responsibilities towards a Customer, and are an integral part of the goods and services provided by **NSN** to the Customer. Accordingly, **TNS** shall comply with the time schedule, Time for Completion, performance and quality standards, specifications and other requirements specified in the applicable Amendment and/or Attachment and this MSA.
- 2.3 Governing Order. The terms, conditions, and requirements of an Amendment and/or Attachment shall prevail over the terms, conditions, and requirements of this MSA to the extent of any conflict between them. Each Amendment and/or Attachment shall prevail over the documents referenced in said Amendment and/or Attachment.
- 2.4 Additional Terms and Conditions. **TNS** acknowledges that, since Customer Contracts may be entered into in future, **NSN** cannot presently share with **TNS** all terms and conditions which will govern the performance of Services by **TNS**. Furthermore, **TNS** acknowledges that **NSN** may require **TNS** to accept amendments to this MSA in the future. Accordingly, the Parties agree to the following procedures for acceptance of same.
- (a) **NSN** may, at any time, make available to **TNS** an Amendment and/or Attachment containing terms, conditions, and requirements for the performance of Services in connection with a particular Customer project. Acceptance of the Amendment and/or Attachment shall be subject to this Article 2.
 - (b) In addition, **NSN** may from time-to-time require that **TNS** accept additional or modified requirements, or terms and conditions, that amend this MSA ("Additional Terms") including, without limitation, terms relating to performance requirements, specifications, liabilities, indemnities, warranties, and bonding requirements. Acceptance of Additional Terms by **TNS** shall be subject to this Article 2. Additional Terms or parts thereof are hereafter referred to collectively as "*Amendments*."
 - (c) All such Amendments shall be sent by **NSN** to **TNS** in accordance with the Notice provisions of Article 28, "*General Provisions*," paragraph 28.4. Within ten (10) Working Days following its receipt of Amendments from **NSN**, **TNS** may, by written notice to **NSN**, object to any such Amendments. **TNS** will be deemed to have accepted all such Amendments to which it does not timely object as provided above, and such Amendments will amend the terms of this MSA. Amendments should thereafter be properly executed by **TNS** as a formality.
 - (d) If **TNS** does timely object to any of such Amendments as provided above, then the Amendments to which **TNS** did not object will amend the terms of this MSA and the Parties will meet to discuss the Amendments to which **TNS** did object. The Parties will designate representatives who have the authority to agree upon such Amendments, and such representatives will meet within five (5) Working Days following **NSN's** receipt of **TNS's** written objection. If, within ten (10) Working Days following **NSN's** receipt of **TNS's** objection, the Parties do not reach agreement regarding such Amendments to which **TNS** objected in writing, then **NSN** may terminate any or all Orders, Attachments, and/or this MSA itself under the Termination for Convenience provisions of Article 21, "*Term and Termination*", paragraph 21.4 of this MSA.

Nokia Siemens
Networks

Contract Number XXXXXX-XXXX

- 2.5 Management of Services. TNS shall be responsible for performance and management of its Services at the Sites and within a Zone. A description of the Share of Responsibilities between the Parties with respect to the Services shall be contained in the applicable Amendment and/or Attachment.
- 2.6 Entire Understanding. This MSA and applicable Appendices, Amendments and Attachments contain the entire understanding between the Parties regarding the Services. All previous correspondence and documents exchanged between the Parties in respect of the Services performed in connection with an Appendix, Amendment, and/or Attachment prior to the Effective Date are superseded by this MSA.

ARTICLE 3 - PURCHASE ORDERS

- 3.1 Submission. NSN shall order Services in accordance with this MSA, by issuing Purchase Orders to TNS for the supply of all applicable Services. Further definition of the Purchase Order process will be defined in the relevant Amendment and/or Attachment. TNS acknowledges and agrees that NSN has no obligation to order Services from TNS and that NSN may have third parties perform the same or similar Service as the Services, ordered to TNS including within any Zone. TNS shall only perform the Services specified in a Purchase Order. No other Service or Work shall be performed by TNS and NSN will not compensate TNS for the performance of any such Services or Work or bear any cost, direct or indirect, that may accrue as a result. TNS shall not receive additional payment for Services or Work outside the Scope of Work unless NSN approves the Work in accordance with the process described in Article 4, "Changes."
- 3.2 All Purchase Orders issued by NSN shall be deemed accepted by TNS upon TNS agrees to fulfill all Purchase Orders placed by NSN under the terms of this MSA and its Appendices, Amendments, and/or Attachments. The Purchase Order(s) may contain the following information:
- (a) Purchase Order Number and Date;
 - (b) Scope of Services ordered;
 - (c) Technical Drawings and Specifications not already included in the MSA or an Amendment and/or an Attachment, if applicable;
 - (d) Site(s) locations; and
 - (e) Value of the Purchase Order.
- 3.3 Performance. TNS shall only perform those Services that have been specified in an Order. No other Services shall be performed by TNS and NSN will not compensate TNS for the performance of any such Services or bear any cost or expense, whether direct or indirect, that may accrue as a consequence thereof.
- 3.4 No Changes. Except as provided in Article 4, "Changes," TNS shall not make any changes or otherwise vary or alter any part of the Services.
- 3.5 Time Schedule. NSN shall provide to TNS a monthly rolling forecast for informational purposes only. NSN shall endeavor to provide TNS as much lead time as possible to mobilize for a new project. However, TNS shall be required to mobilize for a new project within the time specified in the relevant Order.
- 3.6 MSA Controls. The terms of this MSA and the applicable Appendix, Amendment and/or Attachments shall control over any Order submitted hereunder.

Deleted: subject to mutually acceptable terms accepted by both Parties

Deleted: receipt

Deleted: subject to mutually acceptable terms accepted by both Parties.

Deleted: accepted

Deleted: 1

ARTICLE 4 - CHANGES

- 4.1 Definitions



Contract Number XXXXXX-XXXX

For the purpose of this Article 4, a "Change Request" is a document issued by NSN or TNS to the other Party defining Works which to be performed which are purportedly not included in within, nor priced, in the Appendices.

A "Change Order" is defined as a document issued by NSN to TNS defining, and pricing, an additional scope of work not previously included in the Appendices and a direction to proceed with the additional Works.

4.2 Changes Requested by NSN.

- (a) Subject to paragraphs (b), (c), and (d) below, NSN shall be entitled to direct, at any time during the performance of this MSA, a change to the general scope of this MSA, including a Change that will add or delete Works to or from the Work, or affect any of the Completion Dates.
- (b) Any Change directed by NSN shall be submitted in writing to TNS a "Change Order Request." TNS shall respond to a Change Order Request in writing to NSN within two (2) Working Days after receipt and shall include in such response the details of the impact of such change on prices and/or Completion Dates. In the event TNS, using its commercially reasonable efforts, cannot prepare such details within two (2) Working Days, TNS shall submit, prior to the expiration of the two (2) Working Day period, a request for an extension of up to five (5) Working Days or such period of time which is reasonable under the circumstances. Subject to NSN's concurrence, TNS will be granted such extension. Deleted: best
- (c) If NSN and TNS agree to TNS's proposed change in the price(s) and/or Completion Dates caused by NSN's change, TNS shall proceed with the performance of the Work as changed, immediately upon the issuance of a Purchase Order.
- (d) If the Parties cannot agree to the proposed change(s) to the prices and/or Completion Dates, NSN may elect to issue, in NSN's sole discretion, a change directive for such additions or changes. In the event NSN elects to issue such change directive, TNS shall proceed with the Work in accordance with the change directive and NSN shall pay TNS the amounts determined by NSN pending resolution of the matter as provided in Article 27, Dispute Resolution. Deleted:

4.3 Changes Requested by TNS

- (a) Subject to paragraphs (b) and (c) below, TNS may request, during the performance of the Work, any change within the general scope of the Work, including any change that will add or delete a Work, cause a revision to any Completion Date or affect any other requirement of this MSA.
- (b) Any changes requested by TNS shall be submitted in writing to NSN at least five (5) calendar days prior to the proposed date of the change, or upon such notice as is reasonable under the circumstances based on the complexity of change and impact on pricing. If such TNS requested change causes an impact in the Work, increase or decrease in prices, change in Completion Dates or other terms of this MSA, TNS shall submit, with such request, a written proposal identifying such change and the impact thereof on the Work, prices, Completion Dates or other terms of this MSA.
- (c) NSN may accept or reject such request in NSN's sole discretion. NSN shall notify TNS within five (5) Working Days after receipt of the requested change proposal, or within such period as is reasonable under the circumstances whether or not NSN concurs with, and accepts, such change



Contract Number XXXXXX-XXXX

and the impact thereof. If NSN concurs, and accepts, TNS's requested change and such impact thereof, TNS shall proceed with the performance of the Work subject to the prior issuance of a Purchase Order by NSN. If NSN does not concur, TNS shall continue performance in accordance with this MSA without regard to such requested change.

- (d) TNS acknowledges that multiple change requests will have a material adverse effect on successful completion of the Work and/or meeting the Completion Date within the terms of this MSA. Accordingly, TNS will use commercially reasonable efforts to (i) evaluate carefully the Scope of Work and make accurate and up-to-date representations to NSN as to TNS's capabilities to perform the Work (ii) maintain sufficient current and future technical personnel and resources needed to accomplish the Scope of Work for a Purchase Order on time and within budget, and (iii) bring the possibility of change requests to the attention of NSN at the earliest possible date, but in no event later than (3) three working days ten Working Days of the date TNS become aware of the possibility of a change.

- 4.4 Price Schedule. Notwithstanding anything to the contrary in this Article 4, in the event a change in the Work requested under this Article 4 involves only an addition or deletion of specific Work to or from the Work, the price adjustment for such change shall be the addition or deletion, as the case may be, of the Price for such Work set forth in the applicable Attachment, as amended. Such price adjustment shall not be disputable by the Parties.

ARTICLE 5 - ACCEPTANCE PROCEDURES

- 5.1 Procedures. NSN's acceptance of and payment for the Services shall be subject to acceptance procedures defined in the applicable Amendment and/or Attachment. If a Service is subject to acceptance by Customer, then acceptance by NSN shall be contingent upon prior acceptance by Customer for that Service.
- 5.2 Inspection. Upon receipt by NSN of the Works Ready notification from TNS, NSN will inform the Customer that all relevant Services are complete and ready for acceptance. Customer and/or NSN may inspect the Service and/or check the associated Service documentation to verify that all Services have been performed and all required documents properly completed.
- 5.3 Acceptance. The date of acceptance by NSN, as evidenced in the NSN database (E-PM), shall constitute "Acceptance" of the relevant portion of the Services performed, and shall trigger commencement of the warranty period.

ARTICLE 6 - TNS'S OBLIGATIONS

- 6.1 Cooperation. TNS will cooperate in good faith with NSN and any third party retained by NSN or Customer in connection with performance of the Services.
- 6.2 Governmental Consents. TNS shall, at its cost, obtain all governmental and/or local consents, permits, approvals, licenses, and work permits necessary for the performance of the Services and in order to comply with local laws, regulations and practices. To the extent that TNS is required to execute Permitting on behalf of either NSN or the Customer, then such Permitting shall be defined in the applicable Amendment and/or Attachment.
- 6.3 Health and Safety. TNS shall carry out the Services with strict regard to safety and health, and shall comply with the provisions of all applicable local, state, and federal laws, rules, or regulations, as the same may be updated from time to time, including the following:

Deleted: 1

Formatted: Underline, Font color: Blue

Deleted: [Note: TNS has not received Attachment 1 - please forward for our review.]

Formatted: Font color: Blue

Deleted: NSN shall be responsible for coordinating its work and the work of its other contractors so that there will be no delay or interference with TNS's Work.¶



Contract Number XXXXXX-XXXX

- (a) Health and safety regulations;
- (b) Environmental laws and regulations relating to protection of the environment, pollution control, product registration, hazardous materials and radio transmitting equipment;
- (c) Any Site specific security and safety regulations;
- (d) Building regulations (including applicable laws relating to zoning);
- (e) Other statutory regulations; and
- (f) Any other Customer and/or NSN requirements pertaining to the Services as set forth in this MSA or any Amendment and/or Attachment attached hereto.

- 6.4 Certificates. TNS shall obtain and maintain all necessary health and safety certificates as required by applicable law or any other applicable regulations or as reasonably required by NSN. Copies of said certificates shall, promptly upon request, be forwarded to NSN.
- 6.5 Security. TNS shall not knowingly assign work to an employee; agent or subcontractor whom TNS reasonably believes may pose a security risk or is likely to endanger the safety of others. NSN may request the removal or non-assignment of any TNS employee, agent, or subcontractor so long as such request is based on an identifiable and articulated concern and does not violate any federal, state, or local law or regulation. TNS shall use reasonable efforts to secure the work environment by preventing third parties from accessing the work and/or area.
- 6.6 Training. TNS shall, at its cost, train its employees and approved subcontractors with regard to the matters set forth in this Article 6 so as to ensure compliance with the said stipulations.
- 6.7 Delegation. TNS shall not use subcontractors in the performance of the Services without the prior written consent of NSN, which shall not be unreasonably withheld and will be issued as soon as reasonably possible and in no event within more than fifteen (15) Working Days of TNS's request. If NSN gives such consent, TNS shall not be released from its obligations under this MSA, nor create a contractual relationship between NSN and such subcontractor, and TNS will be responsible for the work and activities of any subcontractor providing services in connection with this MSA, including the subcontractor's compliance with this MSA and applicable Amendments and/or Attachments. NSN reserves the right to review and approve the terms of agreements between TNS and its subcontractors prior to giving its consent. A condition precedent to granting such approval, TNS shall ensure that all of the provisions of this MSA between NSN and TNS flow down to all second and third tier subcontractors.

6.8 Subcontractor Requirements. As applicable, TNS's subcontractors shall comply with the requirements set forth in Appendix 1, "Subcontractor Requirements."

Deleted: 9.

6.9 Personnel List. TNS shall at all times keep an up-to-date list of persons and entities (including its subcontractors) involved in the performance of Services. Such list shall be provided to NSN upon acceptance of an Amendment and/or Attachment and thereafter on a monthly basis if changes occur to the personnel involved. TNS agrees to use reasonable commercial efforts to provide that said persons shall continue their involvement in the provision of the Services until all such Services have been completed (subject to reasonable and voluntary requests for reassignment, and similar matters), provided that staffing may change, in TNS's discretion given the requirements of the Services at the relevant Site(s) or Zone(s), as applicable, unless said persons no longer work for TNS or for the relevant subcontractor. NSN may require that TNS immediately remove any person employed by TNS or by a subcontractor of TNS who fails to conduct them self in an appropriate manner, or is incompetent or negligent in the performance of his duties, or whose continued presence on the project is judged by NSN to be detrimental. Such person shall not be assigned again to the execution of this MSA except with the prior

Deleted: 8.



Contract Number XXXXXX-XXXX

written consent of NSN. TNS shall immediately replace any removed person with a person of equal or superior qualifications. All costs and expenses incurred in connection with said removal and replacement shall be borne by TNS.

6.10 Employees of TNS and Its Subcontractors. Notwithstanding any degree of instructions given by NSN to or project management exercised over TNS's personnel assigned to perform Services or other tasks under an Order, such personnel shall at all times be deemed to be the employees of TNS and under no circumstances shall a relationship of employer and employee be deemed to arise between NSN and the personnel of TNS or its subcontractors.

Deleted: 9

(a) As an independent contractor of NSN, TNS does not have and shall not represent to anyone that it has any power, right, or authority to bind NSN or assume to create any obligation or responsibility, expressed or implied, on behalf of NSN or in NSN's name, including, without limitation, making economic or financial commitments on NSN's behalf. In addition to whatever other remedies NSN may have at law or in equity for breach of this Article 6, NSN shall have the right to immediately terminate any Order, this MSA, and any Appendix, Amendment and/or Attachment.

(b) TNS warrants that its personnel are subject to the supervision of TNS, notwithstanding the obligation of such personnel to comply with any regulations or requirements of NSN. TNS shall have the sole responsibility to counsel, discipline, review, evaluate, set the pay rates of, and terminate employees.

Deleted: ¶

Formatted: Bullets and Numbering

(c) TNS agrees that it shall have appropriate personnel available (at no cost to NSN) to manage interactions with staffing and handle and resolve employee relations issues as they arise, and that such personnel shall consult with NSN HR management when such employee relations issues may affect NSN, its employees or its business.

(d) TNS is responsible for fulfillment of any and all obligations and tasks of an employer that are provided for by any applicable laws or regulations. This includes but is not restricted to liability to fulfill and take care of all work permit issues, company and individual tax liabilities, social security and pension contributions. TNS shall be solely responsible for any and all Federal, State, local, worker's compensation, unemployment, and other mandated taxes and costs for such employees. TNS's employees shall be properly insured in accordance with any applicable laws and regulations. NSN shall in no way be responsible for insuring the employees of TNS.

Deleted: ¶

Formatted: Bullets and Numbering

(e) At any time during the term of this MSA, TNS shall upon request of NSN provide NSN with proof of fulfillment of above mentioned employer's obligations.

Deleted: remove

(f) Prices agreed with NSN include full compensation for the costs related to the above mentioned obligations. ~~Note: last sentence deleted as addressed under Section 6.9(f) below.~~

Deleted: If TNS defaults on any of its obligations

Deleted: this Article

Deleted: in any material way resulting in any damages or legal or other consequences to NSN, TNS shall be liable to compensate any such costs and damages to NSN.

Deleted: ¶

(g) TNS recognizes and acknowledges that neither it nor its employees are eligible for or entitled to any employee benefits provided by NSN to its employees, including, but not limited to, medical and dental coverage, life insurance, bonuses, stock purchase plan, pension plan, 401k plan, long-term disability plan, or other benefits.

(h) TNS agrees that it shall not discriminate on the basis of race, color, religion, gender, sexual orientation, age, national origin, disability, or status as a veteran in the recruitment of candidates or other work in connection with the performance of Services. TNS affirms that it is an equal



Contract Number XXXXXX-XXXX

opportunity and affirmative action employer and shall comply with all applicable Federal, State and local laws and regulations including, but not limited to, Executive Order 11246 as amended; the Civil Rights Act of 1964 as amended; the Age Discrimination in Employment Act; Americans with Disabilities Act; Equal Pay Act of 1963, and any other applicable Federal, State or local law prohibiting discrimination.

- (i) TNS shall have or adopt an Anti-Harassment Policy for its employees and those of its subcontractors who are assignment at NSN that is acceptable to NSN, shall distribute a copy of the policy to all such persons, and shall provide training to on the policy to same. TNS shall immediately and thoroughly investigate any and all complaints under the policy and shall take appropriate remedial action in response to such complaints.
- (j) TNS shall take all reasonable steps necessary to ensure that all TNS employees are authorized to accept employment in the United States pursuant to the Immigration Reform and Control Act, as amended, and shall comply with any and all regulation and laws relating to certification of employment authorization.
- (k) TNS shall ensure that its subcontractors comply with all provisions of this Article 6.
- (l) TNS shall hold harmless and indemnify NSN for any and all liability to the extent arising or resulting from TNS's breach of any provision of this Article 6 or in connection with any claims by a TNS employee, an employee of a subcontractor, and any third party's claims arising hereunder, but excluding any liability or claims resulting from the acts or omissions of any NSN Indemnified Party.

6.11 Transportation. TNS shall provide to its employees a sufficient number of suitable vehicles to transport personnel, and any TNS provided tools and materials to the work area(s).

Deleted: 10

Deleted: Equipment

Deleted: Materials

Deleted: 11

6.12 Tools and Premises. TNS shall, when performing the Services, provide the tools and premises necessary to perform the Services, except as may be specified in the applicable Amendment and/or Attachment or Order, at its own cost.

6.13 Disturbances. During performance of the Services, TNS shall take into account and shall instruct its employees and those of subcontractors accordingly that all Services must be efficiently, professionally and diligently executed and in a quiet and tidy manner. Disturbance to Site Owners and others in the vicinity of the Sites shall be kept to a minimum.

Deleted: 12

6.14 Compliance. TNS shall, at its cost, comply with all applicable rules, laws, and regulations in performing the Services.

Deleted: 13

6.15 Environmental Requirements. Each Party shall ensure that it is environmentally responsible and observes all applicable environmental and waste management laws and regulations. In addition, TNS shall comply with the NSN "Environmental Requirements" set forth in Appendix 2, in addition to any other requirements of Customer contained in an Amendment and/or Attachment.

Deleted: 14

ARTICLE 7 - PROJECT MANAGEMENT

- 7.1 Points-Of-Contact. The applicable Amendment and/or Attachment contains procedures (if any) for establishing points of contact and a working procedure to resolve any issues which may affect the



Contract Number XXXXXX-XXXX

progress of the Services.

- 7.2 Weekly Reports. If NSN so requests, TNS shall provide to the NSN Regional Project Manager information and written reports regarding the status of the Services on a weekly basis and in a format reasonably requested by NSN. Such reports shall be made available using tools and processes approved by NSN. Among other things, such reports shall summarize the weekly and cumulative progress of the Services, the invoices issued to NSN by TNS and the payments received from NSN by TNS.

Deleted: determined

7.3 Progress Meetings.

- (a) Regular progress meetings between NSN and TNS will take place at a location and an interval to be determined by NSN and such meetings shall follow an agenda to be provided by NSN to TNS prior to the meeting taking place. No costs shall be charged by one Party to the other Party for such meetings, unless participation in said meetings is excessive and impacts performance of delivery of Services.
- (b) TNS shall attend progress meetings between NSN and a Customer if and when requested by NSN. In such case, NSN and TNS shall in advance agree the direction, content and amount of information to be provided by TNS to the Customer prior to the meeting. All information exchanged on a daily basis between NSN and TNS shall be submitted through their respective Points-Of-Contact in accordance with paragraph 7.1 above.

Deleted: .

- 7.4 Communications with Customer. TNS will not communicate directly with the Customer regarding the Services or any other matters that fall within the scope of an applicable Amendment and/or Attachments to this MSA without NSN's prior consent, which consent will not be unreasonably withheld. If such consent is given, the communication shall be limited to such matters as have explicitly been provided for in the consent. NSN acknowledges and agrees that TNS, and companies affiliated with TNS, have other direct relationships with NSN Customers and potential customers, and that communication with such Customers and potential customers through those relationships will not violate this TNS obligation.

7.5 Non-compete.

TNS shall, with all due and proper diligence (acting dutifully and in good faith), observe all reasonable instructions given by NSN as to its activities under this MSA, act in NSN's interests and use its commercially reasonable efforts to promote, market and increase the sale of NSN's products and services. In particular, TNS shall not enter into a direct contractual relationship with the Customer in competition with NSN, with respect to the Works defined/identified in the attached Attachment for a period of 1 year from the expiration or termination of this MSA, unless otherwise agreed in writing. Further, during the term of the MSA TNS and its Affiliates shall not market services in competition with NSN or otherwise act in a way that may erode NSN's commercial interests with the Customer. However, TNS may perform work for the Customer that is different from the Works defined/identified in the Amendments and/or Attachments, and works provided by NSN under the Customer Contract, and NSN shall not unreasonably withhold its consent to dealings between TNS and the Customer.

Deleted: best endeavors

Deleted: and its Affiliates

Deleted: Period

Formatted: Underline, Font color: Blue

Formatted: Font color: Blue

Formatted: Underline, Font color: Blue

Formatted: Underline

Formatted: Underline, Font color: Blue

Deleted: Site]

Formatted: Underline, Font color: Blue

Deleted:

If TNS or an Affiliate of TNS enters into a new direct contractual relationship with or engages in marketing towards the Customer in breach of this MSA, NSN may terminate this MSA with immediate effect upon providing written notice to TNS. In the event that such new direct contractual relationship occurs between TNS and the Customer without prior agreement between TNS and NSN, TNS agrees to pay NSN as liquidated damages the sum of ten thousand dollars (\$10,000) per Occurrence being the object of such contract between TNS (or its Affiliate) and the Customer. The Parties mutually acknowledge that